

ADOT/JPA File No.: 07-021  
AG Contract No.: P001-2007-000654  
Project: Eighteen Enhanced Light Poles  
Section: SR 179 Village of Oak Creek  
**TRACS No.: H 3414 01C**  
**Budget Source Item No.:**

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
YAVAPAI COUNTY

**THIS AGREEMENT** is entered into this date August 22nd, 2007, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and YAVAPAI COUNTY, acting by and through its BOARD OF SUPERVISORS (the "County").

### I. RECITALS

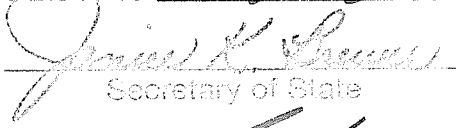

1. The State is empowered by Arizona Revised Statutes § 48-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes § 11-251 to enter into this Agreement resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.

3. The State will provide eighteen enhanced light poles by change order for the roundabout intersections by change order along SR 179 in the Village of Oak Creek. The County desires to maintain the continuity of the existing light poles in the Village of Oak Creek area along SR 179 and will pay the difference in cost to the State for the enhanced light poles. The County's cost for the enhanced poles will be in an amount not to exceed \$25,000.00. The purpose of this Agreement is to allow ADOT to invoice the County for the eighteen light poles requested by the County.

**THEREFORE**, in consideration of the mutual agreements expressed herein, it is agreed as follows:

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NO. 291162  
Filed with the Secretary of State  
Date Filed: 8-22-07  
  
Secretary of State  
By: 

**II. SCOPE OF WORK**

## 1. The State shall:

a. Upon execution of this Agreement, invoice the County with an invoice, in an amount not to exceed \$25,000.000 for the eighteen enhanced poles requested by the County, for the roundabout intersections.

b. Provide the eighteen enhanced light poles for the roundabout intersections by change order along SR 179 in the Village of Oak Creek

c. Provide routine maintenance for the poles such as, pole replacement, light bulb replacement, maintenance of the wiring systems, adjustments, and all other maintenance related to the function of the lighting systems and structural integrity of the poles.

## 2. The County shall:

a. Upon execution of this Agreement and receipt of an invoice from the State, remit to the State the not to exceed amount of \$25,000.00 for the eighteen enhanced light poles purchased by ADOT for the roundabout intersections in the Village of Oak Creek area along SR 179.

b. Understand and agree that should the County not be able to provide an enhanced replacement pole due to damages, ADOT's obligation will be to replace the existing pole, arm, light, and shield with a State Standard Pole, arm, light, and shield.

c. Provide maintenance limited to the enhanced painted finish on the poles.

d. Provide electrical power necessary for all signals and roadway safety lighting poles.

**III. MISCELLANEOUS PROVISIONS**

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion and reimbursements provided herein. This Agreement may be cancelled with a (30) day written notice to the other party, prior to the change request by the County.

2. The State assumes no liability obligation under this Agreement in association with the Project work requested by the County provided herein. The parties to this Agreement agree that the State of Arizona shall be indemnified and held harmless by the County for the vicarious liability of the State as a result of entering into this Agreement. Each party to this contract is responsible for its own negligence.

3. This Agreement shall become effective upon filing with the Secretary of State.

4. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

5. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.

6. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

7. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 S. 17<sup>th</sup> Avenue, Mail Drop 616E  
Phoenix, Arizona 85007  
Phone: (602) 712-7525  
Fax: (602) 712-7424

Yavapai County  
Public Works Director  
Phil Bourdon  
1100 Commerce Drive  
Prescott, Arizona 86301  
Phone: (928) 771-3183  
Fax:

8. This Agreement is subject to all applicable provisions of the Americans with Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".


9. Non-Availability of Funds: Every payment obligation of the State and County under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State and County at the end of the period for which the funds are available. No liability shall accrue to the State and County in the event this provision is exercised as a result of termination under this paragraph.

10. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

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**IN WITNESS WHEREOF**, the parties have executed this Agreement the day and year first above written.

**YAVAPAI COUNTY**

By   
CHIP DAVIS, Chairman  
Board of Supervisors

**STATE OF ARIZONA**

Department of Transportation

By   
DOUGLAS A. FORSTIE, P.E.  
Deputy State Engineer, Operations

ATTEST:

By   
JULIE AYERS  
Clerk of the Board

**CERTIFIED COPY OF ENTRY IN OFFICIAL MINUTES  
OF THE YAVAPAI COUNTY BOARD OF SUPERVISORS**

YAVAPAI COUNTY            )  
                                      ) ss.  
ARIZONA                    )

Julie Ayers, having been first duly sworn, deposes and says:

I am the duly appointed, qualified and acting Clerk of the Yavapai County Board of Supervisors and in such capacity under the provisions of ARS §11-241 am charged with the responsibilities, among others, of recording all proceedings of the Board and maintaining custody of such records of the Board as are required by law to be maintained. Among the records of which I have custody is the official minute book of the Board of Supervisors which under the provisions of ARS §11-217 is required to be made and kept.

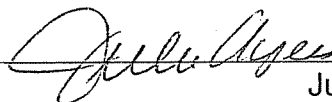
Set forth below is a copy of an entry in the aforesaid minute book of which, as aforesaid, I am the officer having the legal custody. This is my certificate under the provisions of Rule 44(A), Rules of Civil Procedure, and the Uniform Business Records Act, that the said copy is a true and correct copy thereof, to which I attest by my signature subscribed hereunto:

Date of meeting of which the minutes are a record: July 23, 2007.

The entry in the said minutes:

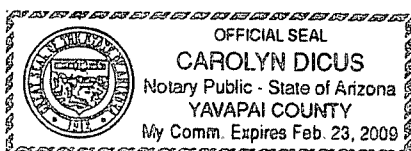
**CONSENT AGENDA** Upon a motion made by Supervisor Springer, seconded by Supervisor Thurman, the Board voted unanimously to approve all Items appearing on the Consent Agenda with the exception of Consent Agenda Item No. 1 and Consent Agenda Item No. 5 (see Items for details). No comments from the public.

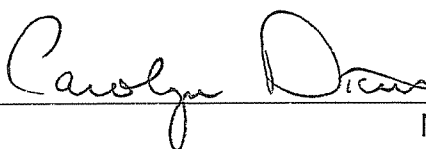
20. **Public Works Department** - Request approval to enter into an Intergovernmental Agreement with Arizona Department of Transportation (ADOT) for funding in an amount not to exceed \$25,000 for roadway light pole enhancements on State Route 179. Village of Oak Creek - District 3.

  
Julie Ayers, Clerk

**SUBSCRIBED AND SWORN** to before me August 6, 2007.

My Commission Expires:



  
Notary Public

ATTORNEY APPROVAL FORM

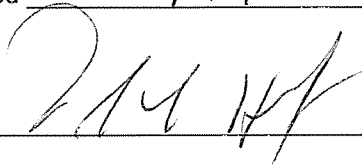
FOR YAVAPAI COUNTY

INTERGOVERNMENTAL AGREEMENT DETERMINATION


I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the COUNTY, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned COUNTY Attorney who has determined that it is in proper form and within the powers and authority granted to the COUNTY under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties to enter into said Agreement.

Dated 7/19, 2007



Attorney

<p>TERRY GODDARD Attorney General</p>	<p> <b>OFFICE OF THE ATTORNEY GENERAL</b> STATE OF ARIZONA</p>	<p>CIVIL DIVISION TRANSPORTATION SECTION Writer's Direct Line: 602.542.8855 Facsimile: 602.542.3646 E-mail: Susan.Davis@azag.gov</p>
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**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. P001-2007-000654 (**JPA 07-021**), an Agreement between public agencies, i.e., The State of Arizona and Yavapai County, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: August 17, 2007

TERRY GODDARD  
Attorney General

  
SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

SED:mjf:45698  
Attachment